

EXHIBIT C

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
553-15-1-826-0001

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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 10-01-2014	4. ORDER NO. VA251-14-A-0061	5. SOLICITATION NUMBER VA251-14-Q-0263	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME GREG STEVENS	b. TELEPHONE NO. (No Collected Calls) 313-576-4281	c. LOCAL TIME		
9. ISSUED BY Department of Veterans Affairs Network 11 Contracting Office John D. Dingell Medical Center 4646 JOHN R STREET DETROIT MI 48201	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	1100 % FOR: NAICS: 485991 SIZE STANDARD: \$15 Million	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs Network 11 Contracting Office John D. Dingell Medical Center 4646 John R. Street Detroit MI 48201	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network 11 Contracting Office John D. Dingell Medical Center 4646 John R. Street Detroit MI 48201	CODE		
17a. CONTRACTOR/OFFEROR CODE METRO TRAVEL SERVICES, INC. METROPOLITAN SHUTTLE 2730 UNIVERSITY BLVD W STE 204 WHEATON MD 209025900 TELEPHONE NO. DUNS: 117975974 DUNS+4:	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Service Center PO Box 149971 Austin TX 78714-9971 PHONE: 512-242-7300 FAX: N/A	CODE		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide non-emergent patient transportation for eligible patients of the John D. Dingell VA Medical Center, Detroit, pursuant to the Statement of Work, Schedule of Services and clauses contained herein.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 553-3650160-826-829800-2119 010041086			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. VA251-14-Q-0263 OFFER DATED 08-18-2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: TERMS, CONDITIONS, AND PRICING		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Alvin Leonard V110913-0650		31c. DATE SIGNED

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SECTION B - GENERAL TERMS

B.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Department of Veterans Affairs (DVA) and METRO TRAVEL SERVICES, INC. hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS-33-F-0027U. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 09-30-2015 or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

(End of Clause)

B.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS-33-F-0027U, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Department of Veterans Affairs:

TERM OF AGREEMENT: The VA anticipates a one (1) year BPA agreement. The effective period of the awarded BPA is a Base Year from: October 1, 2014 through September 30, 2015 with the Government's option to extend this BPA for four (4) Option Years, renewable in one-year or the term of the FSS contract upon which it is written. The Contractor shall be required to immediately notify the Contracting Officer (CO), in writing, if the FSS contract upon which this BPA is based is no longer in force. This BPA is not a contract. If the Contractor fails to perform in a manner satisfactory to the Contracting Officer (CO), this BPA may be canceled with thirty (30) days written notice to the Contractor by the CO. This BPA will be reviewed on an annual basis. Any changes or modifications shall be in writing and any such changes or modifications shall be issued by the appropriate Contracting Officer.

IDENTIFICATION: Orders issued will be identified by BPA Number, FSS Contract Number and Order Number.

AUTHORIZED INDIVIDUALS: Authorized Ordering Officials for this BPA are limited to Contracting Officer or anyone so designated in writing by the Contracting Officer.

INSPECTION AND ACCEPTANCE:

- a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR in the program office as the point of final inspection and acceptance. The BPA holder shall submit each invoice, including all back-up data, to the COR for review and signature. When the COF receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the

invoice is incomplete or inaccurate, the COR will return the unsigned invoice to the BPA holder for correction. The COR will then forward the signed invoice for payment.

- b. An itemized invoice shall be submitted to the COR at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.
- c. Invoices are reviewed by individuals at their specific sites who authorize payments.

Statement of Work

A. Overview

1. The Contractor shall enter into a Blanket Purchase Agreement (BPA) with the John D. Dingell VA Medical Center (JDDVAMC), Detroit, Michigan to furnish all materials, labor and equipment necessary to provide non-emergent patient transportation for ambulatory and non-ambulatory patients of the JDDVAMC, including patients utilizing wheelchairs and/or scooters. The BPA term shall be a base year beginning on October 1, 2014. In addition, there are four (4) one-year option periods that may be exercised at the discretion of the Government. This is a firm-fixed price BPA. The contractor shall comply with all applicable state and federal travel regulations.

Patients shall be transported to and from the JDDVAMC and the CBOC's located in Pontiac and Yale, Michigan. This BPA also includes transportation of patients to and from Chicago, Illinois; Cleveland, Ohio; Iron Mountain, Michigan; and Milwaukee, Wisconsin. For purposes of this BPA, normal business hours are between 6:01 am to 6:00 pm. After hours begin at 6:01 pm and end at 6:00 am. The billing rate shall be determined by the pick-up time. (For example, if an appointment is at 5:30am and the patient must be picked up at 4:30 pm the applicable billing rate shall be the rate for normal business hours.) The estimated quantities are for one way trips.

2. Ordering (Authorization) Process. All non-emergent Non-VA care shall be pre-authorized by VA. A VA representative will contact your office to coordinate the Veteran's appointment date, time, and additional pertinent information. A list of authorized VA personnel will be provided to the Contractor within 15 calendar days after award.

B. Background

1. Introduction. The JDDVAMC has a large population of ambulatory and non-ambulatory patients eligible for and in need of transportation to and from their residences to medical appointments. The Contractor shall be capable of providing non-emergent transportation of ambulatory and non-ambulatory patients of the JDDVAMC 24 hours a day, 7 days a week, 365 days a year to and from their residences for medical appointments at the JDDVAMC and its affiliated Community Based Outpatient Clinics in Yale and Pontiac, Michigan as well as other regional VA Medical Centers in Saginaw, Ann Arbor and Iron Mountain, Michigan; Cleveland, OH; Chicago, Illinois and Milwaukee, Wisconsin. The vast majority of the trips will be to and from the JDDVAMC and within daytime hours. The Contractor will only receive one day or same day notice of each trip but shall be capable of providing timely transportation of patients. The Contractor shall be capable of providing a heavy estimated number of daily trips as represented in the attached Schedule of Services and shall provide an on-site patient transportation coordinator at the JDDVAMC.

C. Requirements**1. VEHICLE REQUIREMENTS**

(a) The vehicles and equipment with which the Contractor renders the above services shall meet all State of Michigan requirements for insurance, registration, and equipment. In addition:

- (1) Contractor shall only use vehicles that have emergency communication equipment which shall be isolated from the engine battery. Cellular phones and two-way radios are acceptable communication equipment. Such communication equipment shall be furnished by the contractor. Drivers shall not use cell phones for personal use while transporting VA patients.
- (2) Contractor shall only use vehicles that have a United States Department of Transportation approved system for wheelchair securement devices and a tool designed for cutting securement straps in case of emergency. Contractor shall only use vehicles that meet the United States Department of Transportation safety requirements for seat belts, tie downs and handling of motorized or electric wheelchair. Contractor shall use vehicles that have a shoulder/chest harness for double amputee patients when applicable.
- (3) Contractor shall provide high top vehicles with interior of sufficient height to ensure that an individual of 6 feet in height has adequate head clearance. The majority of the patients are in wheelchairs and regular van ceilings shall not accommodate the needs of these patients.
- (4) Contractor shall only use Vehicles that are three years old or less.
- (5) The contractor shall only use vehicles equipped with child safety locks.
- (6) Contractor shall only use vehicles with Global Positioning System (GPS) with a tracking device.
- (7) Contractor shall only use vehicles equipped with a minimum five passenger capacity.
- (8) Contractor shall only use vehicles with wheelchair lift and scooter transport capability. The ramp or lift shall have a slip-proof surface. The use of vehicles with wheelchair lift systems or vehicle retrofit shall comply with DOT 49 CFR 571.404, Platform Lift Installations in Motor Vehicles.
- (9) Contractor shall only use vehicles with basic first aid kits. Furthermore, all items such as first aid kits, flashlights, warning triangles, ice scrapers, and blankets, shall be secured and stored below the level of seat backs.
- (10) Vehicles shall be equipped with dry chemical fire extinguishers which shall be securely mounted in a bracket and readily accessible to the driver in an emergency. Extinguishers shall be serviced annually and bear a tag indicating date of service. Fire extinguishers shall be inspected and maintained in accordance with National Fire Protection Association (NFPA) Standard 10 and secured to the vehicle body.
- (11) Contractor shall only use vehicles equipped with cardiopulmonary resuscitation equipment. Furthermore, Contractor shall only use vehicles equipped with the ability to secure oxygen tanks.
- (12) Vehicles shall be handicapped accessible and meet all applicable Federal and State Motor Vehicle Safety Standards.
- (13) Under no circumstance shall patient comfort be compromised. Contractor shall use vehicles equipped with functioning heat and air conditioning of sufficient capacity to insure the comfort of the patient.

- (14) Vehicles' odometers shall be calibrated and maintained in conformance with the vehicle's manufacturer's standards.
- (b) The Contractor shall submit with their proposal a list of all vehicles that shall be used in performing transportation services under this BPA and copies of the individual maintenance file for each vehicle on the list (See paragraph (2)(f) below). The list of vehicles is to include the make, model and year. This information shall also be available to the Contracting Officer and /or COTR during the BPA period and shall be provided within 1 business day of the Contractor's receipt of the request.
- (c) The government reserves the right to inspect any vehicle at any given time. VA reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with BPA specifications, and State laws, rules, regulations and guidelines governing transport vehicles. VA Travel staff, Police, and Security, as inspectors, shall be allowed to accompany a scheduled patient transport if deemed necessary. VA inspections shall in no way constitute an endorsement by VA that the contractor's vehicles and equipment are properly maintained. VA reserves the right to restrict the Contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with BPA requirements. The restriction of such equipment and vehicles shall not relieve the Contractor from performing in accordance with the strict intent and meaning of the BPA. Therefore, the services shall be rendered as requested by VA.
- (d) A random inspection of contracted vehicles shall be conducted by the government between 30 and 45 days after BPA award. Inspection shall be coordinated with the Contractor and conducted at the Contractor's facility.

2. VEHICLE MAINTENANCE REQUIREMENTS

- (a) Contractor shall maintain vehicles in a clean and orderly condition, free from debris and any accumulations which may constitute an accident, injury, or fire hazard.
- (b) Contractor shall maintain vehicles in accordance with manufacturer's recommended maintenance schedule or an improved schedule based on actual vehicle operating conditions.
- (c) Contractor shall correct a deficiency that might interfere with safe operation of vehicle before vehicle is placed in service.
- (d) Contractor shall keep windows and lights clean. Contractor shall keep the interior of vehicles clean and in good repair.
- (e) Contractor shall ensure that Wheelchair lifts are maintained in conformance with operation/maintenance manual instructions provided by lift manufacturer. When a vehicle is serviced, contractor shall ensure that the mechanic or service facility inspects, repairs, and services the lift in accordance with the manufacturer's instructions.
- (f) Contractor shall maintain information on preventive maintenance and/or repairs on each vehicle in an individual vehicle file. Each file shall be maintained in chronological order, with the latest service action on top. Copies of these maintenance files shall be provided to the COR and/or Contracting Officer on a quarterly basis, and at any other time requested during the BPA period. When requested, copies of files shall be provided within 1 business day of the Contractor's receipt of the request.

3. DRIVER REQUIREMENTS

- (a) The Contractor shall furnish qualified personnel as required by BPA specifications to accomplish all services under this BPA. During the BPA period of performance, if the Contractor proposes to add or replace personnel to perform BPA services, the Contractor shall submit the required evidence of training, certifications, licensing and any other